

REQUEST FOR PROPOSALS

LEGAL SERVICES 2021 RFP No. 21-20

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PART I

GENERAL INFORMATION TO OFFERORS

SUMMARY

When: Proposals must be submitted by Monday, November 15, 2021 at 2:00 PM.

Where: Philadelphia Parking Authority
Attention: Mary Wheeler, Director of Procurement
701 Market Street, Suite 5400
Philadelphia, PA 19106

How: Proposals must be delivered by emailing one pdf file that is password protected to Mary Wheeler, mwheeler@philapark.org by Monday, November 15, 2021 no later than 2:00 PM. The subject line of the e-mail must be "RFP No. 21-20 Legal Services 2021". A hard copy will also be required and will be accepted after the due date as long as the proposal is received via email prior to November 15, 2021 at 2:00 PM.

Mandatory Pre-Proposal Meeting A mandatory virtual Pre-Proposal Meeting will be on Thursday, October 21, 2021 at 1:00 PM via GoToMeeting. See meeting information below:

Pre-Proposal Meeting:

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/763758101>

You can also dial in using your phone.

United States: [+1 \(312\) 757-3117](tel:+13127573117)

Access Code: 763-758-101

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/763758101>

Offerors must be in attendance at this meeting to be considered an eligible Offeror.

Prospective Offerors who are having technical difficulties attending the meeting should contact Shannon Stewart for assistance, 215.837.9025.

Prior to attending the meeting Offerors must register using the [Offeror Registration Form](#).

I-1. Introduction.

This Request for Proposals ("RFP") is being issued by the Philadelphia Parking Authority, ("Authority"), a body corporate and politic created under the laws of the Commonwealth of Pennsylvania in accordance with the Act of June 19, 2001, P.L. 287, No. 22, as amended, known as the "Parking Authority Law". This Request seeks written proposals from highly qualified firms to provide legal services on behalf of the Authority.

The intent of this RFP is to secure preapproved law firms able to represent the Authority's legal interests upon assignment. Successful law firms will be eligible for appropriate assignments after both award of a contract by the Authority's Board at a Sunshine Act meeting and delivery of a mutually executed contract to the General Counsel. The award of a contract by the Authority's Board will automatically terminate and replace any current agreement for legal services between the Authority and the firm. The award of a contract does not guarantee the assignment of any legal work.

During this procurement process the sole contact at the Authority shall be Mary Wheeler, Director of Procurement, at 701 Market Street, Philadelphia, PA 19106, mwheeler@philapark.org. As a Request for Proposals (RFP), this is not an invitation to bid and although price is important, other pertinent factors will be taken into consideration.

I-2. Background.

The mission of the Philadelphia Parking Authority is to contribute to the economic vitality of Philadelphia and the surrounding region by effectively managing and providing convenient parking on the street, at the airport, and in garages and neighborhood lots; effectively operating a system of Red Light Camera and Speed Camera enforcement; regulating taxicabs, limousines and transportation network companies; and other transportation-related activities.

A number of customer-focused actions flow from the PPA mission:

- Improving cooperation and planning with PPA stakeholders, including state and local transportation partners,
- Implementing cutting-edge technology to improve the customer experience and enhance overall management and agency efficiency,
- Emphasizing employee training on industry best practices,
- Maximizing transparency in hiring and procurement,
- Implementing on-street parking management policies that address neighborhood needs throughout the City,
- Encouraging reasonably priced off-street parking through rate setting policies at seven PPA Center City facilities,
- Maintaining and improving neighborhood parking lots to address both residential and commercial demand,
- Providing leadership in partnering with private and public hospitality and tourism entities to enhance the visitor experience,
- Applying the latest technology for a superior customer experience at the parking facilities at Philadelphia International Airport in support of this important regional economic engine,
- Encouraging safe, clean, reliable taxicab, limousine and transportation network company service through sound regulations and consistent enforcement,
- Improving vehicle and pedestrian safety in targeted intersections through automated red light enforcement,
- Applying latest technology and continuing staff development to provide the highest quality public service with maximum efficiency.

I-3. Procurement Questions.

Prospective Offerors are encouraged to submit questions concerning this RFP in writing no later than Thursday, November 4, 2021 at 2:00 PM. Questions concerning this RFP are to be submitted via email to Mary Wheeler at mwheeler@philapark.org with "RFP No. 21-20 Legal Services 2021" listed in the subject line. Only questions submitted in writing will be addressed. The Authority will answer all questions in writing to all eligible Offerors. Any furnished answers will not be official until they have been verified, in writing, by the Authority. The Authority shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Authority. The Authority does not consider questions to be a protest of the Work Statement or of solicitation.

I-4. Clarification of Instructions.

Should the prospective Offeror find a discrepancy in or an omission from the Work Statement or any part of this RFP, or should they be in doubt as to the meaning of any term contained therein, the Offeror shall notify Mary Wheeler, Director of Procurement via email at mwheeler@philapark.org prior to the question deadline. All questions and clarification requests will be responded to via written addendum that will be emailed to all prospective Offerors. Addenda will also be posted to the Authority’s website, www.philapark.org.

I-5. Restrictions of Contact.

From the issue date of this RFP until the Authority’s Board approves the awarding of the contract, Mary Wheeler is the sole point of contact concerning this RFP. Any violation of this condition by an Offeror may result in the Authority rejecting the offending Offeror’s proposal. If the Authority later discovers that the Offeror has engaged in any violations of this condition, the Authority may reject the offending Offeror’s proposal or rescind its award. Offerors must agree not to distribute any part of their proposals beyond the Authority. An Offeror who shares information contained in its proposal with other Authority personnel and/or competing Offeror personnel may be disqualified.

I-6. Proposal Conditions.

Sealed proposals must be received in the office of the Philadelphia Parking Authority, addressed to Mary Wheeler, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by Monday, November 15, 2021 no later than 2:00 PM. Each Offeror shall submit to the Authority the information and forms required, which forms and information shall become the property of the Authority and will not be returned to Offerors, unless a written request to withdraw is received prior to the opening of proposals. Failure to attach documents required for submittal at the time of submittal will result in the offer being rejected.

I-7. Small and Small Diverse Business Requirements.

The Authority is continually looking for opportunities available for growth and advancement among small and small diverse business through contracts to provide products, services or construction to the Authority. Offerors shall identify their status as a small and small diverse business by completing the Small and Small Diverse Business Participation Submittal form included in the Proposal Form along with a copy of their Small Business Procurement Initiative certificate issued from the Pennsylvania Department of General Services. Offerors may self-certify at:

<http://www.dgs.pa.gov/Businesses/Small%20Business%20Contracting%20Program/Pages/default.aspx>,

<http://www.dgs.pa.gov/Businesses/Small%20Diverse%20Business%20Program/Small-Diverse-Business-Verification/Pages/default.aspx>.

I-7.1 Diversity, Equity and Inclusion (DEI)

The Authority is a diverse organization providing public service in a diverse city. Our diversity helps form the unified approach to the work we do. We must understand and communicate clearly with people of all different perspectives. Maintaining a workplace that evidences the value of diversity, equity, and inclusion is important to the Authority and is valued in our contractors.

Because the Authority handles the vast majority of its legal work in-house, we often seek outside counsel when a firm with deep resources is required (expertise in multiple forums, advanced technological capabilities, etc.). While these firms may not always qualify as “small” as defined in the Procurement Code, they can nevertheless evidence a commitment to DEI. Therefore, law firms should identify their DEI efforts and specifically note the availability of diverse representation that will be available to the Authority in the event of a contract award.

I-8. Signatures Required.

The proposals *must* be signed in all spaces where signatures are required. In cases of corporations, the signature must be that of a duly authorized officer of the corporation and officer’s title must be stated. In cases of partnerships, the signature of a general partner must follow the firm name, using the term “On Behalf of the General Partner.” In cases of an individual use the term “dba” (Company Name) or as sole owner.

I-9. Instructions for Affidavit of Non-Collusion.

1. The Non-Collusion Affidavit is material to any contract awarded through a public solicitation.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the offeror who makes the final decision on terms and prices identified in the proposal.
3. Bid rigging or collusion and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit below should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the offeror with responsibilities for the preparation, approval or submission of the proposal.
4. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary proposal" as used in the Affidavit has the meaning commonly associated with that term in the request for proposal process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to file and attach an Affidavit in compliance with these instructions will result in disqualification of the proposal.

I-10. Insurance Requirements.

The successful Offeror will be required to submit Insurance Coverage as outlined in *Appendix C*. Offeror's must submit with their proposal a sample certificate of insurance from a recent project that meets the requirements. If you do not currently carry the level of insurance that is required you must submit a letter from your insurance company indicating that they will provide the required insurances as outlined in this RFP if awarded a contract. **Insurance requirements will not be negotiated after the proposal due date.**

I-11. Executed Contract Required.

By submitting a proposal in response to this RFP the Offeror agrees that the Authority will not be bound to any contract, performance or payment obligation until the Authority's Board votes to award a contract to the successful Offeror and the Authority's Executive Director signs the written contract.

I-12. Contract Negotiation.

If successful, this procurement process will result in the presentation of a completed final-form contract to the Authority's Board for approval at a public meeting. To advance that goal a sample contract is included as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal (Tab N)** in order to be considered.

Exceptions or requested changes to the sample contract will be considered a **part of the response**. Exceptions or requested changes to the sample contract should be made with great care. The Authority may reject all or some of those changes or exceptions, in its sole discretion.

I-13. Business Licenses.

The proposal should include the Offeror's Philadelphia Commercial Activity License (formerly Business Privilege License) number and the Offeror's Federal Tax ID number if the Offeror is seeking representation of the Authority in Philadelphia. If the Offeror does not currently have a Philadelphia Commercial Activity License, it must obtain one no later than five business days after the Board awards the contract. If the Offeror does not believe that it needs a Philadelphia Activity License, an explanation with references to statute and/or the Philadelphia Code should be included with the proposal.

I-14. Rejection or Acceptance of Proposals.

An Evaluation Committee comprised of Authority personnel will review all proposals and select the most responsible offeror(s). Upon the conclusion of their review, the most responsible offeror(s) will be selected to be awarded the contract. The Authority may conduct discussions and negotiations with responsible offerors for purposes of obtaining best and final offers. The Authority anticipates that it will select more than one offeror to execute a contract for each legal area. After the selection of the most responsible offeror(s) with the highest quality and best terms, the Committee will select one or more of the most advantageous responsible offerors for contract negotiation which may result in a recommendation to the Authority's Board for the award of a contract.

The Authority reserves the right to waive any irregularities in the completion of the forms and papers enclosed in this schedule; to accept or reject any or all proposals; to re-advertise for proposals if desired, and to accept any proposal which, in the judgment of the Authority, will be in the Authority's best interest.

Any form which is required to be submitted and which is incomplete, conditional, obscure, contains additions not called for and not approved by the Authority, or which contains irregularities of any kind, may be cause for rejection of the proposal, in the sole discretion of the Authority. In the event of default by a successful offeror, or the offerors' refusal to enter into the Contract with the Authority, the Authority hereby reserves the right to re-advertise this RFP or to accept the proposal of other responsible offeror(s) at the Authority's sole option.

At any time up to the hour and date set for opening of proposals, an offeror may withdraw its proposal. Such withdrawal must be in writing and sent to the Authority at the address set forth herein by a nationally recognized overnight courier service, certified mail, return receipt requested, or delivered in person. Such withdrawal shall be effective only upon receipt by the Authority evidenced by written confirmation of such receipt and will preclude the submission of another proposal by such offeror. After the scheduled time for opening of proposals, no offeror will be permitted to withdraw their proposal, and each offeror hereby agrees that their proposal shall remain firm for the contract period. A proposal made and opened may be withdrawn with the written permission of the Authority, if the Authority determines in its sole discretion that the proposal is inconsistent with the best interest of the Authority.

I-15. Unacceptable Proposals.

No proposal will be accepted from or selection made of any person, firm or corporation that is in arrears or in default to the Authority upon any debt or contract, or whose insurer or banking institution is in default as surety or otherwise upon any obligation to the Authority, or has failed in the sole opinion of the Authority to faithfully perform any previous contract with the Authority.

I-16. Subcontracting.

Any use of subcontractors by an Offeror must be identified in the proposal. During the contract period, use of any subcontractors by the selected Offeror, which were not previously identified in the proposal, must be approved in advance in writing by the Authority.

I-17. Notification of Offeror Selection.

The Authority will study and evaluate all proposals which are received in accordance with the instructions set forth in the proposal package and may select an Offeror or multiple Offerors and notify all other Offerors of the selection within sixty (60) days after the date the proposals are opened. Such notice shall be in writing and mailed to the address furnished by each respective Offeror in the Transmittal Letter. The selected Offeror(s) shall not start the performance of any work prior to the effective date of the Contract and the Authority shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the effective date of the Contract.

I-18. Standard Practices.

All work performed under the contract shall be subject to inspection and final approval by the Authority, through its General Counsel.

I-19. Document Disclosure.

While documents exchanged by or with the Authority or its agents during this process may be protected from public release by certain terms of Pennsylvania’s Right to Know Law (65 P.S. §§67.101–67.3104), Pennsylvania’s Procurement Code, or other laws, many documents may not be protected. All Offerors are advised to seek counsel or otherwise educate themselves regarding open records laws and regulations in Pennsylvania.

I-20. Statement of No Proposal.

All Prospective Offerors that do not intend to submit a proposal are asked to complete the Proposal Decline Form enclosed in the proposal documents. This document must be emailed to the attention of Mary Wheeler, Director of Procurement at mwheeler@philapark.org. Specific comments and observations are encouraged.

I-21. Shipping and Delivery.

The Offeror will be responsible for all shipping and delivery costs of the specified items required to support the proposal.

PART II

INFORMATION REQUIRED FROM OFFERORS

II-1. Proposal Format.

All proposals submitted must conform to the following format requirements. A transmittal letter signed by a person authorized to engage the Offeror in a contract must be included in your proposal. Proposals must be submitted on letter size (8 ½" x 11") paper. The point size font for text must be 10 to 12, and 6 to 8 for exhibits. All documents must contain a one-inch margin. For exhibits, 11x17 paper is acceptable. An electronic version of the Proposal Form can be provided to all prospective Offerors upon request. Forms that are altered by the offeror may be grounds for rejection of the Offerors response.

The tab requirements are as follows:

- Tab A - Transmittal Letter
- Tab B - Qualifications and Experience
- Tab C - References
- Tab D - Workers' Compensation and Employer Liability Response
- Tab E - Employment Practices, Public Entity Liability, Crime (Employment) Response
- Tab F - Workplace Investigations Response
- Tab G - Property, General Liability, and Business auto (Torts) Response
- Tab H - Cybersecurity Response
- Tab I – Transactional Response
- Tab J – Technology Response
- Tab K – Commercial Litigation Response
- Tab L - Proposal Form
- Tab M - Evidence of Insurance
- Tab N - Proposed Amendments to Sample Contract
- Tab O – Additional Law Firm Information
- Tab P – Diversity, Equity and Inclusion

II-2. Transmittal Letter (Tab A).

Offerors shall submit a cover letter, signed by an authorized principal or agent, which provides an overview of the respondent's proposal, as well as the name, title, email address and phone number of the person to whom the Authority may direct questions concerning the proposal. Include a statement by the Offeror accepting all terms and conditions contained in this RFP, signed by an officer or individual with authority to bind the firm.

II-3. Experience (Tab B).

Offerors are to provide a summary of their law firm's experience in the areas of legal representation described in the Work Statement, provide detailed resumes of persons proposed to work directly with the Authority and indicate the level of responsibility of each person (professional staff only). This summary must include your law firm's experience representing government agencies in the Commonwealth of Pennsylvania in the legal areas addressed.

Resumes are to include educational qualifications, state and federal courts admitted, and previous work assignments that relate to the relevant practice area identified in the law firm's proposal. The primary lawyer(s) anticipated to represent the Authority must be named.

In addition to the foregoing, a law firm selected by the Authority to participate in the pool of outside counsel shall meet or exceed the following minimum qualifications:

- a. Each attorney performing services for the Authority must be admitted to practice in all of the courts and administrative agencies relevant to the matter assigned, which will generally include the courts of the Commonwealth of Pennsylvania, the United States Court of Appeal for the Third Circuit, and the District Court for the Eastern District of Pennsylvania.
- b. The lead attorney handling any Authority matter must have practiced law for a minimum of 8 years in the relevant area.

The law firm will evidence experience representing at least 3 other local or state government agencies in Pennsylvania involving areas of the law identified above and provide references for any agency cited.

II-4. References (Tab C).

Law firms must have a minimum of three (3) client references, which encompass the legal areas outlined in this RFP, particularly from other governmental agencies, should be submitted. The client references must include the name of the organization, address, email address, telephone number, individual contact person, the dates services were performed and a description of the services provided.

II-5. Technical Response (Tabs D - K).

Each proposal must include a separate response for each legal area of interest to the offeror.

II-6. Proposal Form (Tab L).

The proposal form attached as *Appendix A* must be submitted in its entirety (with the exception of the Proposal Decline Form).

II-7. Evidence of Insurance (Tab M).

The successful Offeror will be required to submit Insurance Coverage as outlined in *Appendix C*. Offeror's must submit with their proposal a sample certificate of insurance from a recent project that meets the requirements. If you do not currently carry the level of insurance that is required you must submit a letter from your insurance company indicating that they will provide the required insurances as outlined in this RFP if awarded a contract. **Insurance requirements will not be negotiated after the proposal due date.**

II-8. Proposed Changes to Sample Contract (Tab N).

If successful, this procurement process will result in the presentation of a completed final-form contract to the Authority's Board for approval at a public meeting. To advance that goal a sample contract is included for review as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal** in order to be considered.

Exceptions or requested changes to the sample contract will be considered a **part of the response**. Exceptions or requested changes to the sample contract should be made with great care. The Authority may reject all or some of those changes or exceptions, in its sole discretion.

II-9. Additional Law Firm Information (Tab O).

Please confirm compliance or provide a response to the following items:

- a. Each law firm assigned to represent the Authority must be authorized and in good standing to operate as a business in the Commonwealth of Pennsylvania and the City of Philadelphia.
- b. List all immediate relatives of Principal(s) of the law firm, or attorneys who may be assigned to provide legal services, who are Philadelphia Parking Authority employees or Board members. For purposes of the above,

“immediate relative” means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws.

- c. The number of years the law firm has been in business under its present name.
- d. Any judgments within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice. If any exist, please explain.
- e. Whether the Respondent is now or has been involved in any bankruptcy or reorganization proceedings in the last ten (10) years. If yes, please explain.
- f. The law firm will have a *bona fide* office, within 15 miles of the Authority’s Headquarters, currently at 701 Market Street, Philadelphia, PA, where attorneys accessible to the Authority through this RFP regularly appear.
- g. The law firm has read and agrees that it will comply with the Contractor Integrity Provisions as outlined in the sample contract.

II-10. Diversity, Equity and Inclusion (Tab P).

Identify DEI efforts and specifically note the availability of diverse representation that will be available to the Authority in the event of a contract award.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal shall be (a) submitted by an Offeror who was represented at the mandatory pre-proposal meeting; (b) timely received from an Offeror; (c) properly signed by the Offeror;

III-2. Technical Nonconforming Proposals. The three (3) Mandatory Responsiveness Requirements set forth in Section III-1 above are the only RFP requirements that the Authority will consider to be non-waivable. The Authority reserves the right, in its sole discretion, to waive any other technical or immaterial nonconformities in the proposal, allow the Offeror to cure the nonconformity, or consider the nonconformity in the evaluation of the proposal.

III-3. Proposal Evaluation. Proposals will be reviewed, evaluated and rated by an Evaluation Committee consisting of Authority employees. The Authority will select the most highly qualified Offeror(s) or the Offeror whose proposal is determined to be most advantageous to the Authority as determined by the criteria listed below.

During the evaluation process, the Authority may require an Offeror to answer questions with regard to the proposal and/or require certain Offerors to make formal presentation to the Evaluation Committee.

III-4. Evaluation Criteria. The Authority determined that it is was not advantageous for it to use a bidding process in order to secure the legal service identified in this request because it wished to consider criteria other than price in the award process, in particular, the offeror's qualification, experience and local workforce. The Authority has not determine how many firms it will select for each legal area. That selection will be made in the Authority's sole discretion.

Proposals will be evaluated consistent with the evaluation criteria as follows:

- | | |
|--|--------------------|
| a. Responsiveness of the proposal with regard to the requirements of the RFP. | Weight: 5% |
| b. The law firm's technical understanding of the scope of services and proposed professional services as evidenced by the proposal submitted. | Weight: 15% |
| c. The background and experience of the law firm in providing similar services, as well as specific background, education, qualifications and relevant experience of key personnel to be assigned to this contract, particularly to government entities. | Weight: 30% |
| d. Proposed fees and costs, although the Authority is not bound to select the legal firm who proposes the lowest fees. | Weight: 25% |
| e. Small and/or Small Diverse Business participation. | Weight: 10% |
| f. Diversity, Equity, and Inclusion. | Weight: 10% |
| g. Information obtained by the Authority from offeror's references or other clients. | Weight: 5% |

PART IV

WORK STATEMENT

IV-1. General

The intent of this RFP is to secure preapproved law firms able to represent the Authority's legal interests upon assignment. Successful law firms will be eligible for appropriate assignments after both award of a contract by the Authority's Board at a Sunshine Act meeting and delivery of a mutually executed contract to the General Counsel. The award of a contract by the Authority's Board will automatically terminate and replace any current agreement for legal services between the Authority and the law firm.

The award of a contract is not a guarantee that work will ever be assigned to the law firm. The Authority's Legal Department employs several attorneys with extensive experience directly representing the agency in litigation and transactional matters. Over 90% of litigation and nearly all of the transitional work is handled in-house. However, the Authority does routinely engage the services of outside counsel depending on complexity, scope, insurance requirements, conflicts, and other considerations.

The Authority seeks not only the legal representation referenced in this RFP, but also to build relationships with key law firm attorneys to develop a full understanding of the agency and to improve the quality and efficiency of our work. For that reason each law firm must identify a key contact for purposes of both Authority communications and to permit the law firm to gain a strong understanding of the Authority's duties, needs, and staff.

While not all work assigned to a law firm is covered by insurance, the Authority maintains insurance for most claims. A law firm will not be assigned work if the firm is not contemporaneously approved by the Authority's relevant insurer. The Authority's insurer(s) may change from year to year; therefore, each firm must continually remain "approved" by each relevant insurer. An insurer's approval process may include the assignment of specific rates for legal services relevant to the policy. In such an event, the lower of the rates proposed by the law firm in its response to this RFP or the rates approved by the insurer shall apply.

The award of a contract will be deemed void if a law firm does not remain on the relevant insurer's list of approved firms within 30 days of award or anytime during the term of the Authority's contract with the law firm. A law firm may begin the process of being approved by an Authority insurer(s) before contract award.

IV-2. Specific

Each Offeror must identify at least one of the legal areas of representation identified below:

A) Workers' Compensation and Employer Liability (Current insurer: Travelers)

The Authority is insured for all Workers' Compensation claims. In addition to the general requirements identified in Section 2. "Qualification Requirements and Scope of Work" a law firm seeking to represent the Authority in the Workers Compensation area must also meet the following qualifications:

- 1) The entire law firm or a designated department of the firm must primarily handle Workers' Compensation defense work.
- 2) Defend claims against the Authority when assigned and at all stages of Workers' Compensation proceedings, including the appellate process.
- 3) Participate in the development of claims handling strategies and in the resolution of claims when appropriate, with guidance from the Authority's Risk Management Department and the Authority's insurer.
- 4) Confirm that a sufficient number of attorneys in the firm's Workers' Compensation group are admitted to practice law before the Supreme Court of Pennsylvania and are members in good standing. Each proposal

must identify the member or members of the law firm who will be assigned to represent the Authority and provide resumes outlining each attorney's Workers' Compensation background.

- 5) Confirm that it has experience with Workers' Compensation subrogation and state the number of years of practice in Workers' Compensation subrogation.
- 6) Confirm that it has experience in Workers' Compensation appellate practice and state the number of years of Workers' Compensation appellate practice, both for the law firm as well as all the attorneys within the law firm who are expected to provide services for the engagement.

B) Employment Practices, Public Entity Liability, Crime (Employment) (Current insurer: CHUBB)

A law firm seeking to represent the Authority in the Employment area must provide attorneys with extensive experience litigating claims covered by these lines of insurance. Experience representing public officials and employees in state and federal court and administrative agencies is a key factor in this evaluation. This classification may involve trial and appellate work, as well as potential umbrella coverage representation.

The law firm will also be expected to provide counsel to the Authority's Board and staff regarding the continual development of policies and best practices in the overall employment area and on specific cases as they arise.

A law firm may also submit a proposal pursuant to the Employment category independently or in conjunction with the foregoing as to labor relations representation. That representation will include the broad range of labor matters, including general consultation, PRLA matters, negotiation of collective bargaining agreements, and representation of the Authority in grievance/arbitration matters.

C) Workplace Investigations

As with any large employer, from time to time it may be necessary to secure the services of an independent investigator to review work related complaints raised by or against Authority employees. The Authority seeks outside counsel to perform this function as necessary and to report findings to the Authority's General Counsel and Board or as otherwise directed.

A successful offeror will have extensive experience investigating claims of work place discrimination, harassment, bullying, and other inappropriate behavior, particularly in the public sector.

An offeror may seek to provide legal services in both the Employment area of representation and the Workplace investigations area.

D) Property, General Liability, and Business Auto (Torts) (Current Insurer: Travelers)

The Authority owns, leases or operates nearly 100 publically accessible properties and buildings throughout Philadelphia. The Authority employs hundreds of people who interact with the public every day. Although not exhaustive, these interactions include the issuance of parking violations, the operation of off-street parking facilities, and the impoundment of vehicles in all areas of the city.

A law firm seeking to represent the Authority in the Torts area must have extensive experience defending all manner of property and tort claims in the public sector and an excellent understanding of the defenses provided in Pennsylvania through sovereign immunity and local government immunity. This category may also involve umbrella coverage representation

E) Cybersecurity (Current Insurer: Everest)

The Authority maintains cyber security insurance. In addition to representing the Authority in potential litigation related to this subject, a law firm seeking to represent the Authority in the Cybersecurity category must have significant

experience supporting responses to cyber incidents, , developing legal and governance frameworks to address threats of emerging technologies, and responding to audits, investigations, and litigation.

The law firm must employ attorneys with a strong understanding of and experience navigating cyber related laws and regulations applicable to the Authority, including the Electronic Communications Privacy Act (including the Computer Fraud and Abuse Act and the Stored Communications Act), the critical infrastructure provisions of the Homeland Security Act, the Cybersecurity Information Sharing Act of 2015, the Federal Trade Commission Act (FTCA), data breach notification laws, applicable sector-specific state and federal laws (particularly for the financial and government contracting sectors).

F) Transactional

The Authority's business activities often require the negotiation and drafting of a variety of agreements. A law firm seeking to represent the Authority in the Transactional area will have extensive experience negotiating and drafting a wide range of commercial agreements. The Authority cannot always predict the exact subject matter of potential negotiations or agreements; therefore, firms with attorneys experienced in counseling organizations on a broad range of operational and business matters are preferred. However, a firm may identify one or more specific areas of the law in its proposal, including, but not limited to the following:

- 1) Commercial loans, financial transactions (including bond work);
- 2) Real estate development, commercial leasing, agreements of sale;
- 3) Zoning;
- 4) Intellectual property (including filings and litigation); and
- 5) Construction.

A firm seeking to represent the Authority in the Transactional area will have extensive experience negotiating and drafting agreements of this nature in the Philadelphia area. The additional ability to provide Commercial Litigation representation is preferred.

G) Technology

Technology related agreements, negotiations, and planning often involve the application of a unique combination of legal knowledge and capabilities and practical field experience and understanding of how current and emerging technologies actually work. That is why this area is separate from Cyber Security and Transitional.

A law firm seeking to represent the Authority in this area will evidence an understanding of the law and how it applies to technological agreements, as well as training, certifications, and practical technological experience, such as field work in this area. The Authority's areas of concern include:

- 1) EULA - End User License Agreements for custom-software, peripherals, cloud and hosting contracts.
- 2) Digital assets (ownership, custodial responsibilities).
- 3) Industry-standard Domain boundary language in vendor agreements.
- 4) Outsourced app development long-term maintenance warranty services and agreements.
- 5) Digital cooperative relationships, including termination and successor provisions.

The additional ability to provide Commercial Litigation representation in this area is preferred.

H) Commercial Litigation

This area is intended to cover commercial litigation scenarios not otherwise identified above and specifically include disputes related to transactional documents to which the Authority is or may be a party. In addition to the other requirements of this RFP, a law firm seeking to represent that Authority in commercial litigation will evidence experience

in that area and include references to the representation of Pennsylvania government entities in matters such as those identified in the Transitional area.

The additional ability to provide Technology and Transitional representation as provided above is preferred.

PART V

CONTRACT TERMS AND CONDITIONS

V-1. Sample Contract. A sample contract is attached to this solicitation as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal (Tab N)** in order to be considered.

Exceptions or requested changes to the sample contract will be considered a part of the response. Any contract exceptions or changes submitted after proposals are received will not be considered. Exceptions or requested changes to the sample contract should be made with great care. The Authority may reject all or some of those changes or exceptions, in its sole discretion.

The Authority's Contractor Integrity Provisions are attached to the proposed form of contract as Exhibit "A". Those Provisions apply to every Authority contractor and any party seeking to contract with the Authority. By submitting a proposal to this public procurement process the potential contractor agrees to comply with the Contractor Integrity Provisions.

V-2. Contract Term. The successful offeror will be expected to commence the provision of services on or about January 1, 2022 for one year. The contract will provide for a series of six subsequent one-year renewals in the Authority's sole discretion. The Authority will provide 30 days of notice of its decision to renew this Contract. In the event Law Firm is in the process of providing services that will extend beyond any term of this Contract, the Authority may: 1) renew this Contract if renewal options are available; 2) transfer the legal services provided by Law Firm to another firm at or about the time of expiration of the term or 3) extend this Contract with Law Firm only for the matter then being provided. The Authority may terminate this Contract at any time in its sole discretion as provided in Section 11 of the sample contract.

Appendix A
Proposal Form

**THE PHILADELPHIA PARKING AUTHORITY
701 MARKET STREET – SUITE 5400
PHILADELPHIA, PA 19106**

**RFP No. 21-20
LEGAL SERVICES 2021**

PROPOSAL FORM

1. The undersigned submits this proposal in response to the above referenced RFP No. 21-20 Legal Services 2021, being familiar with and understanding the advertised notice of opportunity, General Information, Work Statement, Proposal Form, Affidavit of Non-Collusion, and Addenda if any (the "Proposal Documents"), as prepared by the Philadelphia Parking Authority and posted on the Authority's Internet website and on file in the office of the Authority at 701 Market Street, Suite 5400, Philadelphia, PA 19106. The party submitting a proposal is the "Offeror".
2. The Authority reserves the right to withdraw and cancel this RFP prior to opening or to reject any and all proposals after proposals are opened if in the best interest of the Authority, in the Authority's sole discretion. If the Authority accepts Offeror's offer, Offeror agrees to execute a contract memorializing the proposal's terms if the contract is delivered to Offeror within 60 days of the proposal opening date. This provision will not be interpreted to preclude the execution of a contract related to this proposal outside of that 60 day period.
3. Offeror acknowledges receipt of the following addenda:

Addendum	Date
_____	_____
_____	_____
_____	_____

4. **Term of Contract:** The successful offeror will be expected to commence the provision of services on or about January 1, 2022 for one year. The contract will provide for a series of four subsequent one-year renewals in the Authority's sole discretion. The Authority will provide 30 days of notice of its decision to renew this Contract. In the event Law Firm is in the process of providing services that will extend beyond any term of this Contract, the Authority may: 1) renew this Contract if renewal options are available; 2) transfer the legal services provided by Law Firm to another firm at or about the time of expiration of the term or 3) extend this Contract with Law Firm only for the matter then being provided. The Authority may terminate this Contract at any time in its sole discretion as provided in Section 11 of the sample contract.

5. **Fee Proposal:** Complete the cost charts below for each area of legal representation that you are submitting an offer for. Offeror must identify the hourly rate for each position listed below for each potential year of the contract.

A. Workers Compensation and Employer Liability

Position	Hourly Rate Year One	Hourly Rate Year Two	Hourly Rate Year Three	Hourly Rate Year Four	Hourly Rate Year Five	Hourly Rate Year Six	Hourly Rate Year Seven
Partner							
Associate							
Paralegal							

B. Employment Practices, Public Entity Liability, Crime

Position	Hourly Rate Year One	Hourly Rate Year Two	Hourly Rate Year Three	Hourly Rate Year Four	Hourly Rate Year Five	Hourly Rate Year Six	Hourly Rate Year Seven
Partner							
Associate							
Paralegal							

C. Workplace Investigation

Position	Hourly Rate Year One	Hourly Rate Year Two	Hourly Rate Year Three	Hourly Rate Year Four	Hourly Rate Year Five	Hourly Rate Year Six	Hourly Rate Year Seven
Partner							
Associate							
Paralegal							

D. Property, General Liability and Business Auto

Position	Hourly Rate Year One	Hourly Rate Year Two	Hourly Rate Year Three	Hourly Rate Year Four	Hourly Rate Year Five	Hourly Rate Year Six	Hourly Rate Year Seven
Partner							
Associate							
Paralegal							

E. Cyber Security

Position	Hourly Rate Year One	Hourly Rate Year Two	Hourly Rate Year Three	Hourly Rate Year Four	Hourly Rate Year Five	Hourly Rate Year Six	Hourly Rate Year Seven
Partner							
Associate							
Paralegal							

F. Transactional

Position	Hourly Rate Year One	Hourly Rate Year Two	Hourly Rate Year Three	Hourly Rate Year Four	Hourly Rate Year Five	Hourly Rate Year Six	Hourly Rate Year Seven
Partner							
Associate							
Paralegal							

G. Technology

Position	Hourly Rate Year One	Hourly Rate Year Two	Hourly Rate Year Three	Hourly Rate Year Four	Hourly Rate Year Five	Hourly Rate Year Six	Hourly Rate Year Seven
Partner							
Associate							
Paralegal							

H. Commercial Litigation

Position	Hourly Rate Year One	Hourly Rate Year Two	Hourly Rate Year Three	Hourly Rate Year Four	Hourly Rate Year Five	Hourly Rate Year Six	Hourly Rate Year Seven
Partner							
Associate							
Paralegal							

6. Requirement Statement: The undersigned Offeror agrees to provide legal services as specified in the Work Statement, any Addenda, if issued and the response submitted.

Signature

Name
(Please Print)

Title

Date

7. Offeror Signatures: Complete one section below.

If proposal is by a corporation, form must include the date and be signed here by (a) President or Vice President, and (b) Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Officer. If this form is not so signed, a corporate resolution authorizing form of execution must be attached to this proposal.

Signature

Typed or Printed Name

Title

Business Name of Offeror

Street Address

City/State/ZIP Code

Telephone Number

Signature

Typed or Printed Name

Title

Date

If offer is by a business entity other than a corporation form must be dated and signed here:

Authorized Signature

Typed or Printed Name

Title

Date

Type of Entity

Business Name of Offeror

Street Address

City/State/ ZIP Code

Telephone Number

8. Affidavit of Non-Collusion:

State of: _____

RFP No. _____

County of: _____

I state that I am _____ (Title) of _____ (Name of my organization) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal and I have placed my signature below.

I state that:

(1) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, Offeror or potential Offeror.

(2) Neither the price(s) nor the amount of this proposal, and neither the terms nor the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a Offeror or potential Offeror, and they will not be disclosed before proposal opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal in response to this Proposal, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

(4) The proposal of my organization is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal. I have read, understand and will abide by the Authority's Contractor Integrity Provisions.

(5) _____ (my organization's name) its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ (my organization's name) understands and acknowledges that the above representations are material and important and will be relied on by The Philadelphia Parking Authority when awarding the contract for which this proposal is submitted. I understand and my organization understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The Philadelphia Parking Authority of the true facts relating to the submission of proposals / proposals for this contract.

Signature

Printed Name

SWORN TO AND SUBSCRIBED
BEFORE ME THIS ____ DAY
OF 20__

Notary Public
My Commission Expires: _____

9. Qualifications:

- a. **Type of business:** Individually owned
Check one Partnership
Corporation
Other

- b. **Number of employees:** Under 25
Check one Under 50
Under 100
Over 100

c. **If you have had previous contracts with the Authority, list date and product or service provided:**

i.....

ii.....

iii.....

d. **Philadelphia Business Activities License Number:** _____

e. **Federal EIN Number:** _____

Philadelphia Parking Authority

SMALL AND SMALL DIVERSE BUSINESS PARTICIPATION SUBMITTAL

RFP Name and Number: _____

Offeror/Subcontractor: _____

Contact Name: _____ Email: _____

OFFEROR INFORMATION:

Does the Offeror or Subcontractor hold a Small Business Procurement Initiative certificate issued by the Pennsylvania Department of General Services? Yes No (MUST check one)

If yes, please identify each category that applies to your business:

1. _____.
2. _____.
3. _____.
4. _____.
5. _____.

The Offeror will need to attach a copy of the SBPI certificate. Offeror/Subcontractor will be required to maintain their status as a certified Small and or Small Diverse Business throughout the entire term of the contract.

MANAGER CONTRACT ADMINISTRATION
THE PHILADELPHIA PARKING AUTHORITY
701 MARKET STREET, SUITE 5400
PHILADELPHIA, PA 19106



Proposal Decline Form: RFP No. 21-20 Legal Services 2021

If you did not submit an offer to the Authority for this solicitation, please return this form immediately.

The undersigned contractor declines to submit an offer for this project.

Name: _____

- Requirements too "tight" (explain below)
- Unable to meet time period for responding to this Proposal
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to complete Work Statement
- Unable to meet Bond/Insurance Requirements
- Work Statement unclear (explain below)
- Unable to meet Insurance Requirements
- Unable to meet Contract Requirements (explain below)
- Other (specify below)

Comments:

Upon completion of this form, please email the form to Mary Wheeler, Director of Procurement at mwheeler@philapark.org.

Appendix B
Sample Contract

CONTRACT FOR LEGAL SERVICES

This Contract for Legal Services (“Contract”), is entered into as of the _____ of _____, 2021, by and between **The Philadelphia Parking Authority** headquartered at 701 Market Street, Suite 5400, Philadelphia, PA 19106 (“Authority”) and _____ with a principle place of business at _____, _____, _____ (“Law Firm”).

WHEREAS, the Authority, from time-to-time has a need for outside counsel legal services in matters described herein;

WHEREAS, the Authority determined that it is was not advantageous for it to use a bidding process in order to secure the legal services subject to this Contract because it wished to consider criteria other than price in the award process, in particular, the offeror’s qualification, disadvantaged business status, experience, and local workforce.

WHEREAS, the Authority issued Request for Proposal No. 21-20 (Legal Service) (the “RFP”) to secure the services of high qualified outside counsel to provide those legal services. The RFP is attached to this Contract as Appendix A, and incorporated into this Contract as if set forth fully herein;

WHEREAS, Law Firm submitted an offer in response to the RFP, dated _____, 2021 (the “Response”). The Response is attached to this Contract as Appendix B, and incorporated into this Contract as if set forth fully herein; and

WHEREAS, the Law Firm has represented that it is qualified to and has agreed to perform such legal services.

NOW, THEREFORE, the Authority and the Law Firm, with the intention of being legally bound, hereby agree as follows:

1. Definitions. The following definitions shall apply when used in this Contract:

a. “Effective Date” shall mean the date the Contract has been awarded by the Authority’s Board, executed by the Law Firm, and then executed by the Authority. The Executive Director will note the Effective Date on page 10 of this Contract.

b. “Notice to Proceed” shall mean a written notice sent to the Law Firm stating that the contract has been fully executed and that the Law Firm may commence performance of a particularly identified assignment. The General Counsel will issue each Notice to Proceed to Law Firm during the term of this Contract through assignment letters that will specify the matter to be handled by the Law Firm. The Authority shall send a Notice to Proceed to the Law Firm by U.S. Mail or electronic mail.

c. “Guidelines” shall mean the Retention Guidelines for Outside Counsel attached to this Contract as Appendix F, and incorporated into this Contract as if set forth fully herein. In case of a conflict between this Contract and the Guidelines, the Contract shall control.

2. Services. The Law Firm has been selected for placement into a pool of outside counsel that the Authority may engage for a specific matter through a Notice to Proceed. The Law Firm has been approved by the Authority to provide the legal services described in Appendix C of this Contract and the Law Firm has agreed to provide those legal services upon assignment (hereinafter referred to as Services). **The parties agree and understand that any objections or exceptions raised by Law Firm in response to the RFP regarding the Authority’s standard contract or insurance requirements have been rejected by the Authority, have been fully waived by Law Firm, and are purposefully not included in this Agreement.**

3. Compensation. The Authority has agreed to pay and the Law Firm has agreed to accept the compensation as identified on page _____ of the Response. The parties agree that the this Contract and the Guidelines will control, including, but not limited to, the manner in which that compensation is paid, how and what may be invoiced, and how the invoices are to be presented to the Authority. The parties further agree that in the event Services are provided pursuant to an insurance policy maintained by the Authority, the lower of the rates approved by the insurer or those provided on page _____ of the Response shall apply to all Services.

4. Term of Contract.

a. The term of this Contract shall commence on the Effective Date above and shall end 1 year thereafter, with 6 one-year options to renew at the sole discretion of the Authority, subject to the other provisions of this Contract. The Authority will provide 30 days of notice of its decision to renew this Contract. In the event Law Firm is in the process of providing Services that will extend beyond any term of this Contract, the Authority may: 1) renew this Contract if renewal options are available; 2) transfer the completion of Services to another firm at or about the time of expiration of the term or 3) extend this Contract with Law Firm only for the matter then being provided. The Authority may terminate this Contract at any time in its sole discretion as provided in Section 14.a.

b. Except as otherwise specifically provided for herein, the Authority, shall not be liable to pay the Law Firm for any Services or work performed or expenses incurred before the Effective Date of this Contract and before the Authority has delivered a written assignment letter to Law Firm assigning specific Services to be performed.

5. Billing. The Law Firm shall submit **monthly** invoices to the Authority’s General Counsel (“General Counsel”), and such other departments or insurers as may be directed by the General Counsel for Services performed during each billing period as provided in Part II of the Guidelines.

6. Ownership Rights. All documents, data, and records produced by the Law Firm and any experts in carrying out the obligations and Services hereunder, without limitation and whether preliminary or final, are and shall become and remains the property of the Authority.

a. The Authority shall have the right to use all such documents, data, and records without restriction or limitation and without additional compensation to the Law Firm and any experts and the Law Firm and any experts shall have no right or interest therein.

b. Upon completion of the Services hereunder or at the termination of this Contract, all such documents, data, and records shall, if requested by the General Counsel or the Authority, be appropriately arranged, indexed, and delivered to the General Counsel by the Law Firm.

c. Any documents, data, and records given to or prepared by the Law Firm and any subcontractors or experts under this Contract shall not be made available to any individual or organization by the Law Firm or any subcontractors or experts without the prior approval of the General Counsel. Any information secured by the Law Firm and any subcontractors or experts from the Authority, its members, employees and agents in connection with carrying out the Services under this Contract shall be kept confidential unless disclosure of such information is approved in advance and in writing by the General Counsel or is directed by a court or other tribunal of competent jurisdiction.

d. The Law Firm may retain copies of documents delivered to the General Counsel or to the Authority.

7. Modification or Changes. Changes or modifications to this Contract may be accomplished only by approval of the Authority's Board and a formal written amendment to this Contract, signed by both parties, and executed in the same manner as this original Contract and in accordance with applicable law.

8. Conflict of Interest. The Law Firm represents and warrants that it has no conflicting representation that has not been fully disclosed to and waived by the General Counsel and shall not undertake any representation that conflicts with the performance of the Services or obligations under this Contract unless such conflicting representation has been fully disclosed to and waived by the General Counsel. Any conflicting representation shall be promptly disclosed to the General Counsel. The General Counsel shall determine whether such conflict is cause for termination of this Contract. The process for obtaining conflict waivers is more fully described in the Office of General Counsel Conflict Waiver Procedure, which is attached as Appendix D of this Contract.

9. License to Appear. The Law Firm represents and warrants that attorneys involved in this representation are duly licensed and in good standing to practice before the judicial forum, court, board, or tribunal before which they will appear or practice on behalf of the Authority. The Law Firm, subject to prior written approval of the General Counsel, may obtain a subcontractor to act as co-counsel where appearance by the Authority is required in a forum or jurisdiction outside of the Commonwealth of Pennsylvania where its attorneys are not licensed to practice, provided, however, that the firm's use of the subcontractor in that circumstance is subject to the Guidelines.

10. Independent Contractor. In performing the Services required by this Contract, the Law Firm will act as an independent contractor and not as an employee or agent of the Authority.

11. Termination Provisions. The Authority has the right to terminate this Contract for any of the following reasons. Termination shall be effective upon written notice to the Law Firm.

a. Termination for Convenience. The Authority, through the General Counsel, shall have the right to terminate this Contract for its convenience if the Authority determines termination to be in its best interest. The Law Firm shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Law Firm be entitled to recover loss of profits.

b. Termination for Cause. The Authority, through the General Counsel, shall have the right to terminate this Contract for Law Firm default upon written notice to the Law Firm. The Authority shall also have the right, upon written notice to the Law Firm, to terminate the Contract for other cause as specified in this Contract or by law. If it is later determined that the Authority erred in terminating the Contract for cause, then, at the Authority's discretion, the Contract shall be deemed to have been terminated for convenience under Subparagraph 14.a.

12. Integration Clause. This Contract, including all referenced documents, constitutes the entire agreement between the parties. Terms used in appendices hereto shall have the same meanings as are ascribed thereto in this Contract unless otherwise defined therein. No agent, representative, employee, or officer of the Authority or the Law Firm has authority to make, or has made, any statement, agreement, or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to, detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished pursuant to Paragraph 9 of this Contract.

13. Nondiscrimination/Sexual Harassment. The Law Firm shall comply with all applicable provisions of state and federal constitutions, laws, regulations, and judicial orders pertaining to nondiscrimination, sexual harassment, and equal employment opportunity.

14. Integrity Provisions. Law Firm agrees to comply with the Contractor Integrity Provisions, which are attached hereto as Appendix E and incorporated by reference.

15. Indemnity. Law Firm, for itself, its successors, assigns, agents, and sub-contractors hereby agrees to indemnify, hold harmless and defend the Authority and its agents, employees, representatives, attorneys, officers and directors (the Indemnified Party) from and against any and all liability for losses, (including those related to business interruption), damage (including special, consequential and incidental) liabilities, claims, demands, causes of action or expense (including attorney's fees and expenses) for which the Indemnified Party may be held liable by reason of injury (including death or workers compensation) to any person (including Law Firm's employees) or damage to any property of whatsoever kind or nature arising out of or in any manner connected with the work to be performed for the Indemnified Parties (including,

but not limited to, work performed under this Contract, whether known or unknown to the Indemnified Party or Law Firm. It is expressly agreed that Law Firm assumes the fullest extent of all obligations to indemnify and defend all parties whom the Indemnified Party is obligated to indemnify and defend in the Indemnified Party's contract with others (whether or not such obligations may extend to items beyond those addressed in this Agreement). This obligation to indemnify, defend and hold harmless shall survive termination of this Agreement.

16. Insurance. The Law Firm represents and warrants that it carries insurance in the forms and amounts provide in the Response.

17. Notice. Any written notice to the Authority under this Contract shall be deemed sufficient if delivered to the Authority personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., UPS, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address set forth below or to such other address as such party may designate by notice given pursuant to this section:

The Philadelphia Parking Authority
Attn: Dennis Weldon, General Counsel
701 Market Street, Suite 5400
Philadelphia, PA 19106

with a copy to:

The Philadelphia Parking Authority
Attn: Executive Director
701 Market Street, Suite 5400
Philadelphia, PA 19106

Any written notice to the Law Firm under this Contract shall be deemed sufficient if delivered to the Law Firm personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., UPS, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address set forth below or to such other address as such party may designate by notice given pursuant to this section:

18. Applicable Law. This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. Law Firm consents to the jurisdiction of the Philadelphia Court of Common Pleas, waiving any claim or defense that such

forum is not convenient or proper. Law Firm agrees that the Philadelphia Court of Common Pleas shall have *in personam* jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.

22. General Provisions.

a. Right to Know Law Provisions.

1) The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Agreement.

2) If the Authority requires the assistance of the Law Firm as to any request or other issue related to the RTKL in regard to this Agreement (“Requested Information”), it will notify the Law Firm using the contact information provided in this Agreement. Upon written notification from the Authority that it requires the Law Firm’s assistance in responding to such a request under the RTKL the Law Firm must:

i. Provide the Authority, within 5 days after receipt of written notification, with copies of any document or information in the Law Firm’s possession arising out of this Agreement that the Authority reasonably believes is Requested Information and may be a public record under the RTKL; and

ii. Provide such other assistance as the Authority may reasonably request, in order to comply with the RTKL with respect to this Agreement.

3) If the Law Firm considers the Requested Information to be exempt from production under the RTKL, the Law Firm must notify the Authority and provide, within 5 days of receiving the written notification, a written statement signed by a representative of the Law Firm explaining why the requested material is exempt from public disclosure under the RTKL and identifying the specific provision of the RTKL that renders some or all of the Requested Information exempt from disclosure.

4) The Authority will rely upon the written statement from the Law Firm in denying a RTKL request for the Requested Information unless the Authority determines that the Requested Information is clearly not protected from disclosures under the RTKL. In the event the Authority determine that the Requested Information is clearly not exempt from disclosure, the Law Firm must provide the Requested Information to the Authority within 5 days of receipt of written notification of the Authority’s determination.

5) The Authority will reimburse the Law Firm for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

6) If the Law Firm fails to provide the Requested Information as provided in paragraph No. 4. (“Law Firm’s Refusal”) the party requesting the information may have the right to challenge that failure to disclose before the Pennsylvania Office of Open Records (“OOR”) and potentially the courts. Law Firm hereby understands and agrees that the Authority will not argue in favor of the Law Firm’s non-disclosure of the Requested Information and will inform the tribunal that it directed Law Firm to produce such information.

7) In the event of administrative or legal proceedings, or both, related to Law Firm’s Refusal, the following will apply:

i. Law Firm will defend the Authority, at its sole cost, before an agency or court as to any matter or claim related to Law Firm’s Refusal. Law Firm will provide that defense through independent legal counsel agreed to in advance by the Authority, in its sole discretion.

ii. Law Firm further agrees that it will indemnify and hold the Authority harmless for any damages, penalties, costs, detriment or harm that the Authority may incur as a result of the Law Firm’s failure to release Requested Information, including any statutory damages or order to pay any party’s attorney’s fees.

8) As between the parties, the Law Firm agrees to waive all rights or remedies that may be available to it as a result of the Authority’s disclosure of Requested Information pursuant to the RTKL.

9) Law Firm’s duties relating to the RTKL are continuing duties that survive the expiration or termination of this Agreement and shall continue as long as the Law Firm has Requested Information in its possession.

b. Force Majeure. Neither contracting party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, and governmental action) that was beyond the party’s reasonable control.

c. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Contract.

d. Captions. The captions and introductory paragraphs of this Contract are a part of this Contract.

e. Order of Precedence. In the event of an inconsistency between provisions of this Contract, it shall be resolved by giving precedence in the following order: (1) the main body of this Contract, including Appendices not referenced in this paragraph; (2) the RFP and (3) the Response.

f. Taxes.

1) Law Firm hereby certifies that neither it, nor any of its parent or subsidiary entities, is delinquent or overdue in the payment of any tax or fee to the City or County of Philadelphia or the Commonwealth of Pennsylvania. Law Firm also certifies that its Philadelphia Activity License No. is: 5233010. Law Firm further certifies that its Federal Tax ID. No. is: 22-2092948.

2. As an agency of the Commonwealth of Pennsylvania, and a local government agency, the Authority is exempt from the payment of state and local sales and use and other taxes on material, equipment or other personal property. Law Firm agrees that the fees, prices or rates stated in this Contract (1) do not include any state or local taxes, surcharges or fees on the Authority in connection with this transaction, and (2) do include all other applicable taxes for which Law Firm is liable. In the event Law Firm's performance under this Contract creates a tax liability, such taxes, including but not limited to, real estate taxes, school taxes, use & occupancy taxes, and sales taxes shall be the sole obligation of Law Firm, and Law Firm shall maintain current accounts as to the payment of such taxes and be liable over to the Authority for any taxes assessed against the Authority as a result of Law Firm performance under this Contract.

g. Waiver. No term or provision hereof shall be deemed waived by the parties unless such waiver or consent shall be in writing signed by both parties. No breach shall be excused unless it is in writing signed by the non-breaching party.

h. Ethical Process. Law Firm does hereby warrant and represent that the laws of the Commonwealth of Pennsylvania have not been violated as they relate to the procurement or performance of this Contract by any conduct, including payment or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly to any Authority employee, officer or Law Firm. To the best of Law Firm's knowledge, no Authority member or officer, and no employee of the Authority has any interest (whether contractual, non-contractual, financial or otherwise) in this transaction or in the business of Law Firm. If such transaction comes to the knowledge of the Law Firm at any time, a full and complete disclosure of such information shall be made to the Authority.

i. Separation Clause. If any provision of this Agreement, or the application of any provision to any person or circumstances, is held invalid or unenforceable, the remainder of this Agreement and the application of such provision(s) to other persons or circumstances shall remain valid and enforceable.

j. Prior Contracts. Law Firm agrees that upon the effective Date of this Contract any prior contract between Law Firm and the Authority to perform any legal service shall be considered terminated. The terms of service, including those applicable to rates, provide in Section 3 of this Contract shall apply to all of the Law Firm's services as of the Effective Date.

IN WITNESS WHEREOF, and intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 P.S. 6, the parties have set their hands and seals on the date first above written.

The Philadelphia Parking Authority

Attest: _____

Print Title: _____

By: _____

Scott A. Petri
Executive Director

Effective Date: _____

APPROVED AS TO FORM

By: _____
Office of General Counsel

Witness: _____

Print Name: _____

Print Title: _____

By: _____

Print Name: _____

Print Title: _____

APPENDIX A
RFP

APPENDIX B
Law Firm's Response

APPENDIX C
DESCRIPTION OF SERVICES

As provided in the Law Firm's Response to the RFP, Law Firm may represent the Authority, in the following areas:

- 1.
- 2.
- 3.

APPENDIX D CONFLICT WAIVER PROCEDURE

Conflict of Interest. The Law Firm represents and warrants that it has no conflicting representation that has not been fully disclosed to and waived by the General Counsel and shall not undertake any representation that conflicts with the performance of the services or obligations under this Contract unless such conflicting representation has been fully disclosed to and waived by the General Counsel as provided below. Any conflicting representation shall be promptly disclosed to the General Counsel. The General Counsel shall determine whether such conflict is cause for termination of this Contract. The Authority's conflict waiver procedure is as follows:

1. The Authority's standard Contract for Legal Services requires the lawyer or law firm (hereinafter "law firm") to disclose promptly any conflicting representation, unless it has been otherwise waived. (See the attached paragraph from the Contract for Legal Services.) Failure to disclose a conflict or undertaking a conflicting representation without obtaining a waiver is cause for termination of the contract.
2. The law firm's request for a waiver shall be submitted in writing to the Authority's General Counsel. Requests shall be in letter form, but may be sent electronically in PDF format.
3. The waiver request shall:
 - a. Identify all existing representations of the Authority;
 - b. Describe the nature of the conflict;
 - c. Set forth the measures the law firm will take to protect the Authority, officials or employees from any prejudice or detriment if the conflict is waived, and
 - d. State that the other party the law firm represents or seeks to represent has granted a waiver (or a waiver has been sought, and if sought, a second written notice of the granting of such waiver shall be provided).
4. The General Counsel shall analyze the request and submit a recommendation to the Executive Director and the Board Chair.
5. The General Counsel will issue a letter to the law firm approving or disapproving the waiver request.
6. The decision in a matter shall not be binding on the General Counsel with respect to future matters unless the General Counsel so states.

APPENDIX E
CONTRACTOR INTEGRITY PROVISIONS

1. Definitions.

a. Confidential Information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Authority.

b. Consent means written permission signed by a duly authorized officer or employee of the Authority, provided that where the material facts have been disclosed, in writing, by prequalification, bid proposal, or contractual terms, the Authority shall be deemed to have consented by virtue of execution of this Contract.

c. Contractor (hereinafter "Law Firm" means the individual or entity that has entered into this Contract with the Authority, including directors, officers, partners, managers, key employees, and owners of more than a 5% interest.

d. Financial Interest means:

1) Ownership of more than a 5% interest in any business; or

2) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

e. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

2. The Law Firm shall maintain the highest standards of integrity in the performance of this Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Authority.

3. The Law Firm shall not disclose to others any confidential information gained by virtue of this Contract.

4. The Law Firm shall not, in connection with this or any other agreement with the Authority, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Authority.

5. The Law Firm shall not, in connection with this or any other Contract with the Authority, directly or indirectly, offer give or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Authority.

6. Except with the consent of the Authority, neither the Law Firm nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this Contract except as provided therein.

7. Except with the consent of the Authority, the Law Firm shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material on this project.

8. In the hiring of any employee(s) for performance of Service, Law Firm, or any person acting on behalf of the Law Firm shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

9. Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101, *et seq.*, the Law Firm understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this Contract, the Law Firm agrees to comply with the *General Prohibitions Against Discrimination*, 28 C.F.R. § 35.130.

10. The Law Firm, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Authority in writing.

11. The Law Firm represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Law Firm further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts and have 50 or more employees.

12. The Law Firm, by execution of this Contract and by the submission of any bills or invoices for payment pursuant thereto, certified and represents that he or she has not violated any of these provisions.

13. For violation of any of the above provisions, the Authority may terminate this and any other contract with the Law Firm, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Law Firm from doing business with the Authority. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Authority may have under law, statute, regulation, or otherwise.

APPENDIX F RETENTION GUIDELINES FOR OUTSIDE COUNSEL

The Authority's Office of General Counsel ("OGC") expects to have a productive, professional, and cost-effective relationship with outside counsel. These Guidelines apply to all engagements for services between the Authority and Law Firm, regardless of the office from which those services are performed. Any exception must be approved in advance by OGC.

I. MATTER MANAGEMENT AND REPORTING

A. The Contract for Legal Services

Your firm has been retained by Authority to perform services as set forth in the Contract for Legal Services ("Contract"). The Contract defines the scope of services covered by the matter which is the subject of the Contract; a "matter" may consist of a single representation or the provision of legal services in connection with a relatively routine, high volume practice area. General Counsel will act as the primary in-house attorney responsible for managing the work or will assign an Associate General Counsel to assist with the handling of all matters referred to outside counsel. A third party administrator or insurance claims adjuster may have a defined role in managing the handling of the matter. You are expected to keep the responsible OGC attorney(s) informed of all significant developments that arise, as well as seek that person's direction on strategy, legal filings, and tactics.

Throughout the course of your representation, you must be mindful of conflict issues and disclose promptly any conflicting representation. The Conflict Waiver Procedure that is a part of the Contract for Legal Services sets forth the process for such disclosure. Failure to disclose a conflict or undertaking a conflicting representation without obtaining a waiver from the General Counsel is cause for termination of the contract.

B. Effective Utilization of Personnel

OGC generally expects a single outside lawyer to be primarily responsible for each matter. Outside counsel should discuss with OGC the staffing requirements for each matter, including the number of attorneys and staff that may work on the matter. We encourage the use of law clerks and paralegals for those aspects of any matter that do not need to be performed by an attorney. Staffing should reflect management practices that are consistent with the delivery of the appropriate level and type of legal services required in order to achieve effective results and resource efficiency.

OGC generally expects one lawyer to attend all relevant depositions, meetings, hearings, trial, and other proceedings.

OGC expects each law firm it engages to use its best efforts to actively promote diversity, equity, and inclusiveness through the participation of people of all different backgrounds and perspectives in the provision of services pursuant to the Contract.

C. Matter Management, Budget and Reports

OGC expects regular communications with outside counsel. The most effective representation results from a true partnership between the OGC lawyer and outside counsel. You must send to OGC an initial report within forty-five (45) days of the retention of your services covering the following areas:

- Management Plan and Budget – the Management Plan and Budget (“Plan”) should include an initial assessment of the assigned matter (see below) and a detailed strategy for handling the matter. The Plan must include an initial budget that estimates the legal fees and other costs to be incurred for the current calendar year as well as projected legal fees and costs for the entire duration of any matter that continues beyond the end of a calendar year. The firm must identify all personnel assigned to the matter, and their respective approved billing rates. An updated budget and personnel list, on firm stationery, must be submitted at the start of each subsequent calendar year or more frequently if there is a known material variance in the budget. OGC recognizes that it may be difficult at an early stage to project all the resources required for a matter; however, we believe that the plan and budget are important management tools.
- Initial Assessment of Litigation Claims¹ – The Initial Assessment must include a detailed description of the claim, applicable defenses, an assessment of potential liability and possible verdict range, any settlement demand by opposing counsel, and estimated trial date/time (if applicable). You are expected to keep the responsible OGC attorney advised of the status of the matter.

D. Correspondence and Pleadings

No significant correspondence or pleading should be sent or filed without prior approval of the responsible OGC attorney. In general, outside counsel should keep the responsible OGC attorney fully informed of all developments on a timely basis and consult with him or her on all matters of strategy, planning and proposed disposition by motion, trial or settlement.

- *Correspondence:* Copies of all correspondence received or sent on OGC’s behalf by your firm to opponents or other third parties should be sent to the responsible OGC attorney.
- *Pleadings:* Copies of all pleadings received or filed on OGC’s behalf by your firm should be sent to the responsible OGC attorney.

The responsible OGC attorney should have the opportunity to discuss the preparation of pleadings with your firm sufficiently in advance of filing deadlines to determine who will perform the work. The responsible OGC attorney, or their designee, may elect to prepare draft answers, motions, request for discovery and other pleadings and will assist with the collection of discovery. In such instances, such items will be forwarded to you either in final form for filing or in draft form, and you are expected to place them in final form in accordance with local rules.

¹ If the matter involves litigation of a routine, high volume nature the responsible OGC attorney shall define for the firm the level of reporting required for each individual claim.

E. Discovery

All discovery, electronic or otherwise, should be coordinated with the responsible OGC attorney.² Authority personnel are not to be contacted directly without prior approval of the responsible OGC attorney.

OGC may prefer to have someone from its offices present during the preparation for and deposition of Authority personnel. OGC believes its knowledge of the Authority's business can be beneficial to you in preparing the witness and in the course of questioning by opposing parties. You are not permitted to waive the right of Authority personnel to review and sign their depositions and must not enter into any stipulations to the contrary.

All discovery requests should be forwarded to the responsible OGC attorney immediately, indicating the response date. OGC can better assist in preparing responses if outside counsel can, preliminarily, identify objectionable questions and indicate these questions for which information is requested, as well as a recommended approach for completing the response. Outside counsel must consult with the responsible OGC attorney regarding anticipated electronic discovery (e-discovery) requests and use of any e-discovery computer programs, whether owned by the firm or provided by third-party vendors. OGC will not pay for any such programs without advance approval.

Many internal Authority documents are confidential or protected by privilege. Accordingly, the responsible OGC attorney may require that a Confidentiality Agreement and/or Protective Order be secured to insure that the confidential nature of the information is maintained.

F. Expert Witnesses or Consultants

Where outside counsel determines that an expert witness or a special consultant is necessary for any matter, the responsible OGC attorney must be consulted prior to any engagement, and prior written approval must be obtained. In making such recommendation, outside counsel should provide the responsible OGC attorney with a written description of the study or testimony the expert is expected to provide, the expert's qualifications, the rationale for using an expert in the matter and an estimate of the expert's fees and expenses. As with your firm's staffing and time on any matter, the Authority expects that recommendations concerning the use of expert witnesses and consultants will be at appropriate levels for the risk and exposure involved in the matter.

G. Negotiations, Settlements and Appeals

The decision to try, settle or appeal a case rests solely with OGC. All settlement opportunities and demands must be brought promptly to the attention of the responsible OGC attorney, along with your recommendations. Under no circumstances should your firm agree to settle any case on the Authority's behalf, enter into a consent decree or stipulation, release any substantial right, or otherwise commit the Authority on any issue without OGC's prior approval.

² If the matter involves litigation of a high volume nature, the responsible OGC attorney shall define for the firm his or her role in coordinating discovery, which may be minimal.

II. BILLING REQUIREMENTS

A. In General

The Authority's fiscal year ends March 30. The Authority's books, accounts, and records are audit every year by an independent certified public accounting firm. The audit report is posted on the Authority's website and delivered to statutorily required state and local public officials. In order to complete this audit the Authority's books must be closed in or about the end of its fiscal year. Therefore, the Authority **will not pay** for legal work performed during a fiscal year the invoice for that work is submitted after June 1. **A law firm should avoid this problem by keeping its billing current, meaning monthly.**

Billing invoice requirements have been developed to clearly advise you as to how OGC would like the bills submitted. Specific provisions are set forth in Section D below. The identified billing format should be used in invoice preparation.

The Authority expects that any firm retained to perform services on its behalf will accomplish its goals and objectives in a manner that maximizes value and minimizes expense without sacrificing quality. Compensation arrangements are set forth in the Contract for Legal Services.

If the Authority inadvertently pays an invoice, which on review does not comply with the Guidelines, the Authority retains the right to obtain reimbursement of such payment.

B. Rates

The Authority will pay specified hourly rates, as set forth in the Contract for Legal Services for services by attorneys and paralegals. Actual time in units of 1/10 hour is the maximum acceptable time unit to be used in billing. No changes in billing methodology or hourly rates will be made without the express written approval of the General Counsel.

C. Billing Cycle

Bills for legal services should be submitted on a monthly basis, for services through the last day of the month in which services are performed. The Authority will use best efforts to make payments on invoices within 45 days of receipt.

D. Billing Format

1. The Law Firm shall submit **monthly** invoices to the General Counsel, and/or such other departments, third party administrators or insurers as may be directed by the General Counsel for services performed during each monthly billing period. Invoices shall be submitted electronically and in a form acceptable to the General Counsel and forwarded to the following

contact and address:

The Philadelphia Parking Authority
Office of General Counsel
Attn: Jeanette Kane
701 Market Street, Suite 5400
Philadelphia, PA 19106

Each invoice shall be under cover of a letter on law firm letterhead and itemized listing of the services performed. In addition to the requirements of paragraph 7, the following information must be included on all invoices. Failure to include this information will result in return of the invoice and a request for a new invoice:

- Invoice Date;
- Service Dates (i.e., start and end dates for services covered by invoice);
- Invoice Number; and
- Gross/Total Amount.

2. The amount shown on each invoice for labor costs shall be in accordance with the rates set forth this Contract.

3. The invoices shall also list approved non-labor costs such as those incurred for travel, food, and lodging.

4. All invoices shall contain a statement that reads substantially as follows:

The Law Firm hereby certifies that the services supplied and expenses incurred as stated in the attached invoice have met all of the required standards set forth in the Contract for Legal Services.

5. All invoices or accompanying letters of transmittal shall be signed by the Law Firm and shall set out the Law Firm's federal employer identification number.

6. All billing statements should include:

- Date task performed
- Identification of attorney/paralegal performing the task with full name and title listed on the statement
- Specific task description
- Time being billed per task
- Hourly rate being charged by the attorney/paralegal
- A summary of the total time, hourly rate charged, and amount charged for each attorney/paralegal
- A specific description of all expenses incurred including the rate charged for copying as limited by the Contract for Legal Services. This description of services should be as specific as possible.

E. Disbursements/Expenses

The Authority expects the hourly billing rate to include overhead and internal charges associated with the law firm's practice. The Law Firm shall require written approval by the responsible OGC attorney before incurring any extraordinary or unusual expenses. Functions such as legal research or photocopying must be billed at cost and may not be profit centers.

OGC **will not pay** separate charges for the following expenses:

- Word processing
- Overtime charges (including overtime local transportation and meal charges)
- Secretarial/clerical time or functions such as collating, scheduling, indexing, creating files or typing, opening or closing files, data entry, updating pleading binders or retrieval of documents from files
- File organization
- Basic overhead charges (local telephone charges, local fax charges, ordinary postage, courier services to OGC)
- Books, subscriptions or educational expenses
- Professional association memberships
- Office supplies
- Preparation and review of bills
- Mark-ups for computerized databases (such as Westlaw and Lexis)
- Storage charges
- Re-education of a new attorney if a file is transferred
- Cellular phone charges
- Training on and maintenance of computer systems

OGC **will pay** for the following when incurred specifically for OGC matters:

- Filing fees
- Court reporter fees
- Expert witness fees, if approved in advance by the responsible OGC attorney
- Computerized/database research, if approved in advance by the responsible OGC attorney
- Long distance telephone charges and long distance fax charges
- Air freight/express mail deliveries, where necessary to meet applicable deadlines, or as may otherwise be approved by the responsible OGC attorney**
- Outside photocopying, binding and printing services, if approved in advance by the responsible OGC attorney
- Outside messenger services**

** While OGC may pay for messenger and express service where warranted, as a general matter, OGC encourages use of e-mail and regular U.S. mail service whenever possible.

F. Travel

The Authority does not anticipate the need for outside counsel to engage in any form of overnight travel. Therefore, associated expenses such as travel costs, meals, and lodging are not anticipated to be part of this Contract. In the event such extraordinary expenses become necessary, the Law Firm must receive the prior express written approval of the General Counsel. Local travel expenses, such as taxis and trains, are reimbursable. The Law Firm shall retain all receipts and shall, upon request of the OGC, provide any necessary documentation.

G. Legal Research

Counsel should know the legal aspects of the Authority's business for which it has been retained, particularly the areas in which the case or transaction arises, and should keep abreast of developments in the law that may impact its Authority engagement. Prior approval for extensive legal research is required. If it is anticipated that more than two (2) hours will be spent on computerized legal research, please secure the approval of the responsible OGC attorney. OGC should not be charged for routine research on matters of common knowledge among reasonably experienced counsel in the same geographical location. Where circumstances exist that enable you to use your data or brief banks, OGC should only be charged for updating the previously researched material. OGC expects that paralegals or more junior associates will be used on research matters. All research completed on an OGC matter is the property of OGC and a copy of all significant research projects should be submitted to OGC.

H. Confidentiality and Media Coverage

OGC expects absolute confidentiality regarding legal matters handled by each outside counsel. In addition, no statement may be made to the press or any other media – on or off the record - unless prior express written approval is secured from the General Counsel. Under no circumstances should a firm use Authority representation in firm promotional or other informational material without the prior approval of the General Counsel.

Appendix C

Insurance Requirements

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Prior to commencement of the contract and until completion of work, **Vendor** shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company or companies having an A.M. Best Rating of “A-: Class VII” or better, and furnish to The Philadelphia Parking Authority (PPA) Certificates of Insurance evidencing same. Coverage must be written on an “occurrence” basis (exception – professional and environmental/pollution liability may be written on a “claims-made basis) and shall be maintained without interruption through the entire period of this agreement.

1. Workers Compensation and Employers Liability: in the State in which the work is to be performed and elsewhere as may be required and shall include, where applicable, U.S. Longshoremen’s and Harbor Workers’ Coverage.

- a) Workers’ Compensation Coverage: Statutory Requirements
- b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$500,000 Each Accident
Bodily Injury by Disease:	\$500,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit

2. Commercial General Liability: including Premises-Operations, Independent Contractors, Products/Completed Operation, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), and Personal Injury Coverage.

- a) Occurrence Form with the following limits:

(1) General Aggregate:	\$2,000,000
(2) Products/Completed Operations Aggregate:	\$1,000,000
(3) Each Occurrence:	\$1,000,000
(4) Personal and Advertising Injury:	\$1,000,000
(5) Fire Damage (any one fire):	\$ 50,000
(6) Medical Expense (any one person):	\$ 5,000

- b) General Aggregate must apply on a Per Location Basis, as applicable.

- c) Owner must be named as additional insured as shown in requirement #8.

3. Automobile Liability: (Note: if no owned vehicles, show at least hired and non-owned coverage)

- a) Coverage to include:

- (1) All Owned, Hired and Non-Owned Vehicles
- (2) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract)

- b) Per Accident Combined Single Limit: \$1,000,000

- c) Owner must be named as additional insured as shown in requirement #8.

4. Professional (E&O) Liability Insurance with minimum acceptable limits of \$1,000,000 per claim, \$2,000,000 aggregate. Claims-made is acceptable.

5. Excess / Umbrella Liability Insurance with a minimum acceptable limit of coverage of \$5,000,000 per occurrence and aggregate. Such coverage shall be excess of the general liability insurance, business auto liability insurance, and employers liability as required by this contract. Owner must be named as additional insured as shown in requirement #8.

6. Deductibles or Self-Insured Retentions: **Vendor** is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.

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7. Financial Rating of Insurance Companies:
 - a) A.M. Best Rating: A – (Excellent) or Higher
 - b) A.M. Best Financial Size Category: Class VII or Higher

8. The Philadelphia Parking Authority, The City of Philadelphia, The Commonwealth of Pennsylvania, and the Division of Aviation its agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSURED on the policies as noted above. **Vendor's** coverage shall be primary and noncontributory to any other coverage available to the Philadelphia Parking Authority, including, without limitation, coverage maintained by the Philadelphia Parking Authority wherein the Philadelphia Parking Authority is named insured, and that no act of omission shall invalidate the coverage.

9. It is agreed that **Vendor's** insurance will not be cancelled, materially changed or non-renewed without at least thirty (30) days written notice to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by Certified Mail-Return Receipt Requested.

10. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
 - a) **Vendor** waives all rights of recovery against The Philadelphia Parking Authority and all additional Insureds for loss or damage covered by any of the insurance maintained by **Vendor** pursuant to this Contract.
 - b) **Vendor** and its respective insurance carriers hereby waive all rights of subrogation against The Philadelphia Parking Authority and all additional insureds for loss or damage covered by any of the insurance maintained by **Vendor** Pursuant to this contract.
 - c) If any of the policies of insurance required under this Contract require an endorsement to provide for the waiver of subrogation set forth in (b) above, then the named insured's of such policies will cause them to be endorsed.

11. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the **Vendor**.

12. Any type of insurance or any increase in limits of liability not described above which the Authority requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

13. The carrying of insurance shall in no way be interpreted as relieving **Vendor** of any responsibility or liability under the contract.

14. Prior to the commencement of work or use of premises, **Vendor** shall file Certificates of Insurance with The Philadelphia Parking Authority, which shall be subject to The Philadelphia Parking Authority's approval of adequacy of protection and the satisfactory character of the insurer. The Certificates of Insurance should be mailed within five days of receipt of these insurance requirements to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, regardless of when your work will start. **Project description and Job Number must be shown on the Certificate of Insurance.**

In the event of a failure of **Vendor** to furnish and maintain said insurance and to furnish satisfactory evidence thereof, The Philadelphia Parking Authority shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of **Vendor** who agrees to

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furnish all necessary information thereof and to pay the cost thereof to The Philadelphia Parking Authority immediately upon presentation of an invoice.

15. Failure of **Vendor** to obtain and maintain the required insurance shall constitute a breach of contract and **Vendor** will be liable to the Philadelphia Parking Authority for any and all cost, liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless the Philadelphia Parking Authority provides **Vendor** with a written waiver of the specific insurance requirement.
16. None of the requirements contained herein as to the types, limits, or PPA's approval of insurance coverage to be maintained by **Vendor** are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by **Vendor** under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.
17. If work involves subcontractors, **Vendor** shall require all subcontractors (of every tier) to meet the same insurance criteria as required of **Vendor**. The subcontractor's insurance must name the PPA as additional insured. **Vendor** shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.
18. Failure of **Vendor** to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify **Vendor** of any breach by **Vendor** of the requirements of this Section shall not be deemed to be a waiver of any of the terms of the Contract Documents, nor shall they be deemed to be a waiver of the obligation of **Vendor** to defend, indemnify, and hold harmless the indemnified parties as required herein. The obligation to procure and maintain any insurance required is a separate responsibility of **Vendor** and independent of the duty to furnish a copy or certificate of such insurance policies.